



*City of Charleston  
South Carolina*

*Clerk of Council Department*

## **PUBLIC SAFETY COMMITTEE MEETING**

**Conference Call #: 1-929-205-6099  
Access Code: 92103951294**

**November 8, 2021  
3:30 p.m.**

### **AGENDA**

1. Moment of Silence
2. Minutes
  - October 25, 2021
3. Approval to accept an award for the FY20 Coverdell Grant for \$73,950 for forensic drug identification technology. There is no match required for this grant.
4. Approval to accept an award for the FY22 JAG formula Grant for \$35,576 for trauma informed training and equipment to be used at the CPD community outreach centers. There is no match for this grant.
5. Approval to enter into a Memorandum of Understanding with U.S. Coast Guard to provide emergency response to the Tradd St. Base, and the vessels Yellow Fin & Anvil in the event of an emergency.
6. Approval to accept the 2021 State Homeland Security grant in the amount of \$55,000 for Charleston FD Collapse Search and Rescue Team. There is no financial impact with this grant in the FY21 or 22 Budget. This is a no match grant.
7. Adjournment

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to [schumacherj@charleston-sc.gov](mailto:schumacherj@charleston-sc.gov) three business days prior to the meeting.



## South Carolina Department of Public Safety

Office of Highway Safety and Justice Programs

October 18, 2021

The Honorable John Tecklenburg  
Mayor, City of Charleston  
80 Broad Street  
Charleston, South Carolina 29401

RE: Paul Coverdell Forensic Science Improvement Grant Program Grant No. 5NF000420  
Charleston Police Department: Forensic Drug Identification Enhancements

Dear Mayor Tecklenburg:

I am pleased to provide you with a grant award approved by this office in the amount of \$73,950 for the above-referenced grant project. To complete the contract for this award, it is necessary for you, as the Official Authorized to Sign, to return the signed grant award within 30 days from the date of this award. The OHSJP is now offering subgrantees the option to use electronic or digital signatures to execute OHSJP award documents. Any of the electronic signature processes available in Adobe Acrobat Reader, or similar software, are generally acceptable (e.g., a signature image applied to the PDF, or a digital credential.) See the attachment entitled "OHSJP Electronic and Digital Signature Tutorials for Adobe Acrobat Reader" if additional information is needed.

If a subgrantee chooses to continue to provide a wet ink/original signature, this may be mailed in, or scanned and emailed to the OHSJP. Grant award documents may be sent electronically to Kayla Boston at [KaylaBoston@scdps.gov](mailto:KaylaBoston@scdps.gov) or via postal mail to the following address:

South Carolina Department of Public Safety  
Office of Highway Safety and Justice Programs  
Attn: Ms. Kayla Boston  
Post Office Box 1993  
Blythewood, South Carolina 29016

Copies of the Request for Payment/Quarterly Fiscal Report Forms are attached. The financial reports should be completed for each calendar quarter ending date and are due 30 days after the end of the quarter. The due dates and periods covered for programmatic progress reports are indicated within the attached special conditions.

Sincerely,

Phil Riley  
Director

Attachments

c: Ms. Judith Gordon  
Paul Coverdell Forensic Science Improvement Grant Official File

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS  
POST OFFICE BOX 1993  
BLYTHEWOOD, SOUTH CAROLINA 29016

**GRANT AWARD**

Subgrantee: City of Charleston Police Department  
Grant Title: Charleston Police Department: Forensic Drug Identification Enhancements  
Grant Period: 10/01/2021 - 9/30/2022      Budget Period: 10/01/2021 – 9/30/2022  
Date of Award: October 1, 2021      Grant No.: 5NF000420  
Amount of Award: \$73,950

In accordance with the provisions of the Paul Coverdell Forensic Science Improvement Grant Program, ALN No. 16.742 (Federal Formula Grant #2020-CD-BX-0026), and on the basis of the application submitted, the South Carolina Department of Public Safety hereby awards to the foregoing Subgrantee a grant in the federal amount shown above, for the project specified in the application and within the purposes and categories authorized for the Paul Coverdell Forensic Science Improvement Grants Program.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award.

**Payment of Funds:** Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended (e.g., invoices, contracts, itemized expenses, etc.). A copy of the grant application, which includes the approved budget is available on [www.scdpsgrants.com](http://www.scdpsgrants.com) for the subgrantee's use in completing the request for payment forms.

The grant shall become effective, as of the date of the award, upon the return of this form to the Office of Highway Safety and Justice Programs signed by the Official Authorized to Sign in the space provided below. This award must be accepted within thirty (30) days from the date of the award, and such quarterly and other reports required by the South Carolina Department of Public Safety must be submitted in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

ACCEPTANCE FOR THE SFA



\_\_\_\_\_  
Signature of Official Authorized to Sign

\_\_\_\_\_  
Office Of Highway Safety and Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO THE SPECIAL CONDITIONS AND TERMS AND CONDITIONS ATTACHED.

## SPECIAL CONDITIONS

**SUBGRANTEE:** City of Charleston Police Department

**GRANT TITLE:** Charleston Police Department: Forensic Drug Identification Enhancements

**GRANT NO:** 5NF000420

**AWARD DATE:** 10/01/2021

1. All information required by Special Conditions must be submitted to the Office of Highway Safety and Justice Programs within 30 days of the award.

The OHSJP is now offering subgrantees the option to use electronic or digital signatures to execute OHSJP award documents. Any of the electronic signature processes available in Adobe Acrobat Reader, or similar software, are generally acceptable (e.g., a signature image applied to the PDF, or a digital credential.) See the attachment entitled "OHSJP Electronic and Digital Signature Tutorials for Adobe Acrobat Reader" if additional information is needed.

Documents with signatures may be sent to Kayla Boston at [KaylaBoston@scdps.gov](mailto:KaylaBoston@scdps.gov), or mailed to the following address:

South Carolina Department of Public Safety  
Office of Highway Safety and Justice Programs  
Attn: Ms. Kayla Boston  
P.O. Box 1993  
Blythewood, SC 29016

Please contact Amy Kingston, Program Coordinator, at (803) 896-4742 or [AmyKingston@scdps.gov](mailto:AmyKingston@scdps.gov) for further clarification.

2. The subrecipient may obligate award funds only after the subrecipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the subrecipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the subrecipient's risk until, at a minimum-- (1) the subrecipient makes a valid acceptance of the award, and (2) all applicable special conditions are cleared by OHSJP. Nothing in this condition shall be understood to authorize the subrecipient to use award funds to "supplant" State or local funds.
3. Please note that the grant period for this award is from October 1, 2021 – September 30, 2022.
4. This award is contingent upon approval and availability of funds from the federal funding agency.
5. The Point of Contact form provided in the award packet must be completed and submitted within 30 days from the date of the award.



## SPECIAL CONDITIONS

6. All grant-funded personnel, and the Project Director, shall view the civil rights training presentation located at [www.scdps.sc.gov/ohsjp/cjgp](http://www.scdps.sc.gov/ohsjp/cjgp) within 30 days from the date of the award.

After completing the presentation, each viewer must sign a document (sample provided by the OHSJP) that states the viewer has read, understood, and will comply with all items mentioned in the presentation, and that the agency as a whole understands that compliance is mandatory agency-wide if the agency receives any federal funds whatsoever. Submit a signed copy of said document, (an electronic signature is acceptable) and retain a copy for your files.

7. A Progress Report covering the period of October 1, 2021 to June 30, 2022 will be due by July 15, 2022, and a Progress Report/Annual Evaluation Report covering the period of October 1, 2021 to September 30, 2022 will be due by January 15, 2022. Failure to submit any of these required reports in a timely manner will result in a delay in reimbursement. Please contact your Program Coordinator if you need further clarification.
8. Prior to the obligation or expenditure of funds for equipment, contractual services, or supplies, including those bid in the aggregate or purchased on State contract, written approval must be requested and received from the State Funding Agency. Requests are to be made via email to [GrantsAccounting@scdps.gov](mailto:GrantsAccounting@scdps.gov). All purchases must follow state procurement guidelines. Please contact Grants Accounting at the above email address for further clarification.
9. Submit the Certification Pages of the grant application with the appropriate signatures of the current Project Director, Financial Officer and the Official Authorized to sign within 30 days. The Project Director, Finance Officer and Authorized Official cannot be the same person. Please contact Guerline Pierre, Fiscal Technician, at (803) 896-8414 or by email at [GrantsAccounting@scdps.gov](mailto:GrantsAccounting@scdps.gov) for further information.
10. Before receiving any funds under this subaward, the subrecipient shall ensure that: 1) if accredited, the accreditation is by an accrediting body that is a signatory to an internationally recognized arrangement and that offers accreditation to forensic science conformity assessment bodies using an accreditation standard that is recognized by that internationally recognized arrangement, or, 2) if not accredited, a portion of the subaward funds are used to prepare and apply for such accreditation not more than two years after the grant award date. The subrecipient agrees to notify the OHSJP promptly upon any change in the accreditation status.

SPECIAL CONDITIONS

FOR ACCOUNTING-GRANTS USE ONLY

NO.	ASSIGNED TO	CLEARED BY	DATE
1	N/A		
2	N/A		
3	N/A		
4	N/A		
5	AK		
6	AK		
7	N/A		
8	N/A		
9	GP		
10	N/A		

## Overview

**STATE OF SOUTH CAROLINA**  
**DEPARTMENT OF PUBLIC SAFETY**  
Office of Highway Safety and Justice Programs  
Paul Coverdell Forensic Science Improvement Grants Program

The SC Department of Public Safety, Office of Highway Safety and Justice Programs (OHSJP), has been designated as the State Administrative Agency (SAA) for the Paul Coverdell Forensic Science Improvement Grant Program for South Carolina. The purpose of this grant program is to improve the quality and timeliness of forensic science and medical examiner/coroner's office services. Among other things, funds may be used to eliminate backlogs in the analysis of forensic evidence (including controlled substances, firearms examination, forensic pathology, latent prints, questioned documents, toxicology, and trace evidence), and to train and employ forensic laboratory personnel, as needed, to eliminate such a backlog. The Coverdell program may not be used for research; however, applicants may address emerging forensic science issues and technology through implementation of new technologies and processes into public laboratories.

Version: 0

Application Deadline: 2020-10-30

Application #: ANF20004

Grant #: 5NF000420

Award Date: 2021-04-01

State Start Date: 2021-01-01

State End Date: 2021-12-31

## Project Details

**Project Title:** Charleston Police Department: Forensic Drug Identification Enhancements

**Project Summary (max. 300 characters):** Procurement of a gas chromatograph to enhance the Charleston Police Department Forensic Services Division's ability to distinguish between isomers of drugs and identify designer drugs and chemical analogs.

**Type of Application:** New

**Year of Funds:** 1

**Appropriation of Non-Grantor Matching Funds:** City

**Other (explain):**

**Program Area:** Forensics: Opioid-Related



## Agency Details

**Agency Name:** City of Charleston Police Department

**Address:** 180 Lockwood Drive

**City:** Charleston

**State:** SC

**9 Digit Zip:** 29403-5152

**(Area) Phone #:** (843) 720-3782

**(Area) Fax #:**

**County:** Charleston

**Other county/counties this project will  
serve:** Berkeley

**Organization Type:** City

**Other (specify):**

**U.S. Congressional District:** SC-01, 03

**Has your agency registered in the  
System for Award Management  
(SAM)?** yes<sup>o</sup> no<sup>o</sup>

**(<https://uscontractorregistration.com>):**

## Budget

CATEGORIES	GRANTOR	CASH MATCHING FUNDS	TOTAL
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### PERSONNEL - SALARIES:

Position Title	Annual Salary/Rate	% of Time On Project	
	\$0		\$0
<b>TOTAL SALARIES:</b>	\$0		\$0

### EMPLOYER CONTRIBUTIONS (Fringe Benefits)

Description	Rate	X Base	
Social Security & Medicare (FICA)			\$0
Retirement			\$0
Workers Compensation Insurance			\$0
Unemployment Insurance (on first \$7,000 only)			\$0
Health Insurance			\$0
Dental Insurance			\$0
Pre-Retirement Death Benefit			\$0
Accident Death Benefit (Police Officers)			\$0
Other Employer Contributions (Itemize)			\$0
<b>TOTAL EMPLOYER CONTRIBUTIONS:</b>			\$0
<b>TOTAL PERSONNEL:</b>			\$0

### CONTRACTUAL SERVICES:

(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)

Description	Cost	Quantity	
	\$0		\$0
<b>TOTAL CONTRACTUAL SERVICES:</b>	\$0		\$0

### TRAVEL:

Description	Cost	Quantity			
			\$0	\$0	\$0
		TOTAL TRAVEL:	\$0	\$0	\$0

(Itemize - DO NOT USE BRAND NAME. Also, DO NOT include leased, rented items or software)

OTHER:

Description	Cost	Quantity			
GC-IR Training	12750	1	\$12,750	\$0	\$12,750
		<b>TOTAL OTHER:</b>	\$12,750	\$0	\$12,750
		<b>TOTAL PROJECT COST:</b>	\$73,950	\$0	\$73,950

## Budget Narrative

List items under each Budget Category Heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided.

### Equipment:

A Gas Chromatograph (GC) interface module will function as the injection port for the Fourier Transform Infrared Spectrophotometer (FTIR) currently in use in the laboratory for the identification of controlled substances. GC/FTIR technology is a cutting edge forensic tool for the unequivocal identification of isomers, mixtures, drug analogs and emerging street drugs that currently plague our community.

### Other Costs:

The training consists of four (4) days of on-site training by the instrument vendor for up to seven (7) people. Instruction will be provided in both gas chromatography and infrared spectrophotometry. Due to the size of the lab, the Forensic Services Director, Quality Manager and the drug analysts could all participate in the training. This will ensure that the instrument is not only properly operated and maintained, but that robust quality assurance mechanisms are in place to ensure optimal analytical results.

## Program Narrative

**PROBLEM STATEMENT:** First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data, and cite the source and date of your information. Prior data may be used to show changes in the magnitude or severity of the problem. Remember to document the problem and not the symptoms or solutions of the problem. Second, identify your existing efforts, current resources and programs being utilized to deal with the problem.

The current opioid epidemic is unprecedented in American history. On an average day, 130 people will die from an opioid overdose, and the rising number of opioid-related deaths is one driver of a recent decrease in life expectancy in the United States. Such a crisis demands both a multidisciplinary, unified response and the development of guidance and tools to address the epidemic. Charleston County has experienced a sharp increase in opioid-related overdose deaths, hospitalizations, and administrations of naloxone by emergency medical services and law enforcement agencies. Public health and public safety agencies have joined efforts to tackle the opiate epidemic through data collection and information sharing partnerships; however, forensic agencies struggle to identify new substances as underground chemists impose subtle changes to the molecular structure in order to avoid existing laws. In other words, substances like fentanyl analogues, which are at the crux of the rise in fatal overdoses, are challenging to detect and identify in a lab without the proper tools, and as such inhibit the ability for law enforcement and public health agencies to detect when a new designer drug has infiltrated their community.

Charleston County is part of the Charleston-North Charleston-Summerville Metropolitan Statistical Area (MSA) which comprises Charleston, Berkeley, and Dorchester counties. The Charleston MSA has a population estimated at 713,000. To understand the current drug environment in Charleston County it is critical to examine the crisis from a tri-county perspective, as the city of Charleston is the nexus for various communities that struggle with substance misuse. Recently designated a High Intensity Drug Trafficking Area (HIDTA) in October 2018, the County has experienced record highs in opioid-related deaths, with the opioid mortality rate exceeding that of the national average. In 2019, Charleston County ranked 2nd in the state for all overdose deaths. When combining all opioid overdose deaths in the tri-county area for 2019, the region accounts for 18% of South Carolina's overdose deaths. Where other counties like Greenville have seen a decrease in overdoses, Charleston County has experienced a steady rise. Although official data is not yet available, leading experts in the public health field have already warned of drastic increases to overdoses due to the COVID-19 pandemic.

The primary goal of the forensic drug examiner is the unequivocal identification of all controlled substances present in a drug exhibit. Most forensic laboratories, including the Charleston Police Department Forensic Services Division (CPD FSD), routinely employ Gas Chromatography/Mass Spectrometry (GC/MS) for drug identification. The technique provides a rapid, semi-automated analysis of the sample and typically yields sufficient information to identify the compounds in question. However, the application of GC/MS for drug analysis does have its limitations. Certain drugs yield minimal mass spectral fragmentation patterns using electron impact MS, while other compounds, such as some diastereomers and potential isomers, are not readily differentiated by mass spectroscopy. Infrared spectroscopy (IR or FTIR) provides an alternate technique to mass spectroscopy for the identification of organic compounds. The FSD has a Nicolet IS50 FTIR that is used for drug identification; however, it also has its limitations. Infrared spectroscopy is only useful in identifying the primary component of a sample. Street drugs are never pure substances. They are mixed with harmless diluents, like inositol, in order to increase the bulk or mixed with adulterants, like caffeine, to increase the effect of the drug. Also illicit drugs are often mixtures of two or more drugs like heroin and fentanyl. In the case of a heroin and fentanyl mixture, FTIR can never identify both and can only identify one, usually heroin, if its purity exceeds that of fentanyl, the adulterants and the diluents. Recent improvements in the hyphenated technique, Gas Chromatography/Infrared Spectroscopy (GC/IR) provide a simple alternative or supplemental approach to GC/MS for the identification of illicit drug mixtures.

Further, unlike GC/MS, GC/FTIR can distinguish between isomers and structurally similar drug analogs. The recent influx of numerous novel synthetic opioids and fentanyl analogs to the forensic laboratory has been problematic for the Forensic Service Division and crime labs across the country. The motivations for abuse of these new compounds include their legal status, ready availability, low cost, users' curiosity or preference for their particular pharmacological properties. According to the National Institute on Drug Abuse, more than 67,300 Americans died from drug-involved overdose in 2018, including illicit drugs and prescription opioids. The largest increase were deaths related to fentanyl and fentanyl analogues. With numbers like this, and the increasing risk to the public, it has become imperative that these compounds be identified with confidence. The challenge is that these compounds also have isomers that have very similar mass spectral patterns. This can prove to be difficult for a conclusive identification, especially if the retention times are also very close. Infrared spectrometry can be used to conclusively identify these compounds. A GC/FTIR can provide the separation needed to isolate each compound and provide a spectrum for the conclusive identification of structurally similar drugs.

**PROJECT PURPOSE:** First, describe the broad goals of your project. Then describe a specific plan for conducting the project and a rationale for the tasks and activities to be employed to address the problem outlined above.

Forensic science has a role in informing opioid policy and response and it begins with unambiguous identification of every

opiate submitted to the laboratory. To accomplish this goal, the Forensic Services Division seeks to purchase a gas chromatograph (GC) and associated training to interface with a fourier transform infrared spectrophotometer (FTIR) currently in use for drug analysis. The gas chromatograph interface will improve drug analysis by overcoming the major limitation of FTIR its inability to separate mixtures. Since every street drug is a mixture of either two or more drugs, diluents or adulterants, GC/FTIR interface technology is a powerful tool for forensic analysis. GC/FTIR also overcomes the major limitation of GC/MS its inability to distinguish between compounds of similar molecular structure. GC/FTIR reveals structural information on each component of a mixture that makes it possible to distinguish between isomers and analogs of commonly abused substances and newly formulated designer drugs just being introduced to street trafficking. This new analytical tool will not only serve the needs of the Charleston Police Department, but numerous law enforcement partners that routinely submit evidence for analysis at no charge.

GC/MS is the most commonly used technique for drug identification worldwide. The Forensic Services Division relies on this instrument to confirm the identity of thousands of samples every year; however, the laboratory seeks a GC/FTIR to both complement and bolster current technology. Some specific examples will help to clarify why FTIR, with a GC interface for separating mixtures, will be a powerful tool in the drug identification arsenal:

Example 1: With respect to mass spectrometry, oxymorphone and dihydrocodeine both generate large base ions and small secondary ions. Identification based on the base ions is not possible, and the limited secondary ion fragmentation patterns make identification quite uncertain. The infrared spectra of these two compounds, however, show distinctive differences, and permit ready identification. The carbonyl function present in the oxymorphone presents a strong absorbance at 1728  $\text{cm}^{-1}$ , and the broad hydroxyl peaks in the 3500 -3000  $\text{cm}^{-1}$  region are much stronger for the oxymorphone. These two structures are readily differentiated and identified by FTIR spectra.

Example 2: Constitutional isomers of methamphetamine are the principal products of clandestine labs. The positional isomer, phentermine, is produced for use as an appetite suppressant. It is similar to the amphetamines and is classified as a Schedule IV controlled substance under the US Controlled Substances Act. These two substances have identical molecular composition. Mass spectrometry reveals identical parent ions, and very minor differences in the fragmentation ions; however, the structural differences of the isomers yield distinctly different patterns in the FTIR fingerprint region, as well as the methyl stretches of the methyl groups adjacent to the primary and secondary amines.

Example 3: Diastereomers typically produce similar mass spectra and chromatographic retention times. Ephedrine and pseudoephedrine are both employed in various over the counter and prescription therapeutic agents. Both of these materials are also used by clandestine laboratories as precursors to methamphetamine. As such the identification of these substances is useful in forensic identification of residuals in methamphetamine preparations, and in the analysis of processing equipment and materials. These diastereomers possess two chiral centers and these isomers differ only in the R/S configuration at the carbon holding the OH group. It would be problematic to use gas phase spectra to distinguish these two compounds. Solid phase infrared spectroscopy, however, produces high resolution spectra that readily distinguishes the two stereoisomers. Using GC/FTIR, the isomers give rise to intramolecular resonances that yield distinctly different sets of spectral peaks. In the fingerprint region, there are three major bands in the 1100 - 1200  $\text{cm}^{-1}$  which are shifted in frequency from one spectrum to the other, as well as a band near 750  $\text{cm}^{-1}$ . These features provide ready differentiation of the stereoisomers.

Example 4: Fentanyl analogs and their positional isomers have similar chemical structural configurations making them difficult to identify and differentiate. A gas chromatograph interfaced to a FTIR is the most powerful tool for the unambiguous identification of fentanyl compounds where traditional analytical techniques, such as gas chromatography-mass spectrometry, offer limited information for this class of compounds. In a study conducted by Winokur, Kaufman and Almirall and published in the August 2020 edition of Forensic Chemistry, the utility of GC/FTIR was demonstrated for the identification of fentanyl analogs (2- and 3- furanylfentanyl, 2-furanylbenzylfentanyl, crotonylfentanyl, cyclopropylfentanyl, methoxyacetylfentanyl, carfentanil, meta-fluoroisobutyryl fentanyl, para-fluoroisobutyryl fentanyl and ortho-fluoroisobutyryl fentanyl). The ability to offer unambiguous identification of fentanyl analogs is essential for law enforcement, the courts and most importantly the people and communities that are plagued by this often lethal drug.

In conclusion, GC/FTIR meets the needs of modern forensic drug analysis laboratories. Not only can it solve complex analytical challenges, it provides the capability of unattended automated operation, data archiving, and software for identification of analytes.

GC/FTIR is a cutting edge forensic tool for the identification of complex drug samples. As a result, formal training in the application of this technique is an essential component of implementation. New methods will need to be developed and verified before the instrumentation can be used on evidence samples. Per ANAB accreditation standards, each examiner will have to be trained and competency tested on the instrumentation before being authorized to use it in casework. Lastly, a maintenance and quality assurance schedule will have to be established to ensure that the GC/FTIR is performing within specifications and optimized for detection of compounds of interest.

**PROJECT OBJECTIVE(S):** Objectives are specific, quantified statements of expected results of the project. The objectives must be described in terms of measurable events that can be realistically expected under time constraints and resources. Objective must



be related to the Problem Statement and Project Purpose outlined above.

#### Objective 1: Project Administration & Equipment Procurement

The Project Director has a design in place that assures the soundness of this project's approach to maintain the quality and timeliness of the Forensic Service Division's services to its customers. Each step will be performed so as to accomplish the broad goals set forth for this project. If awarded, the contract will be submitted to the City of Charleston City Council for approval. Next, the Senior Accountant will assign a financial code to the grant to track expenses independently of other funds. The Grants Coordinator and Project Manager will then meet to discuss reporting requirements and a procurement schedule. The Forensic Services Division will follow City of Charleston and Department of Justice procurement guidelines to initiate the purchase of the equipment and supplies. The City's automated purchasing software, OneSolution, records purchase approvals from the police department up to the Procurement Department's Senior Buyer. When the Forensic Services Division receives the equipment, the items are recorded in the CPD's electronic inventory system and assigned an asset number. Maintenance and quality checks on the instrument are recorded in Forensic Advantage.

#### Objective 2: Verification Study

Before placing the instrument into service, a comprehensive verification study will be performed to make sure the GC/FTIR performs within specifications and is optimized for the detection of abused and dangerous drugs. Specifically, laboratory personnel will also assess the specificity, sensitivity, accuracy and precision of its methods. This process requires that the laboratory possess a robust inventory of certified reference standards. The Forensic Services Division is ready to conduct such a study due to the recent acquisition of the Traceable Opioid Materials Kits developed by the Centers for Disease Control and Prevention (CDC). These kits were designed to address the rapid expansion in new illicit opioids, particularly fentanyl analogs, which are newly emerging street drugs. The product line provides over 150 opioid reference standards, including over 100 fentanyl analogs. These kits were designed to dramatically increase laboratory capability to confirm which opioids are on the streets and causing deaths. The kits are free to U.S based laboratories in the public, private, clinical, law enforcement, research, and public health domains. The Forensic Services Division acquired a kit in August 2020 and will use it to verify performance of the instrument and build an internal reference library for use in casework.

#### Objective #3: Training

Instrument interface vendors offer formal training in the analytical techniques that are combined in what the Scientific Working Group on Drug Analysis Methods (SWGDM) refers to as hyphenated techniques. GC/FTIR is one such technique that examiners can benefit from formal training before implementing the technology in casework. If the project is funded, the Forensic Services Division will contract with the vendor to secure on-site training in gas chromatography and infrared spectroscopy for each examiner that conducts drug identification. This training will assist personnel with developing methods, designing quality checks, and performing instrument maintenance. Most importantly, training will impart the knowledge, skills and ability to make sure that the results generated are consistent and correct. After formal training is completed, each examiner will be competency tested by analyzing a series of blind samples that represent the full range of substances that are likely to be encountered in case samples. Competency testing must be performed completely and correctly before an examiner is authorized to use the instrument for casework.

#### Objective #4: Maintenance and Quality Assurance

Once analytical effectiveness is confirmed and documented, the Forensic Services Division will develop a maintenance schedule to maximize the life cycle of the GC interface. Next, examiners will design a system and schedule of quality checks to ensure the consistency and quality of analytical results. The Charleston Police Forensic Services Division Quality Manual and Controlled Substances Procedure and Training Manuals will be revised to include the new technology. Forensic Advantage, the laboratory information management system (LIMS), will be modified to include the reporting of results and quality checks for the GC/FTIR.

#### Objective #5: Execution of Services for External Agencies

In sum, the goal of this project is to acquire technology for the unequivocal identification of isomers, mixtures, drug analogs and emerging street drugs that plague our community and all too often result in overdose and/or untimely death. Since its inception in 1985, the Forensic Services Division has never recognized jurisdictional boundaries. Instead, its services have been provided free of charge to its law enforcement partners and historically account for approximately 40% of its caseload. The FSD is committed to continuing this practice; thereby, extending the investigative utility of GC/FTIR technology well beyond its jurisdictional lines. The foundation for success is firmly established. The City's secure acquisition procedures, the project's design, the laboratory's accredited processes, the expertise of the project director and formal training will accomplish the goals of this project.

**PERFORMANCE INDICATOR(S):** State exactly how each objective will be measured. Performance indicators must be matched to each program objective listed above (i.e., if there are 5 objectives then there must be 5 corresponding performance indicators). Performance indicators are based on quantitative (numbers) and qualitative (opinions organized in meaningful ways) data gathering procedures which evaluate and document your project.

#### Performance Indicator #1

Approval of grant award by City Council and successful procurement of equipment

Performance Indicator #2  
Successful completion of GC/FTIR verification study

Performance Indicator #3  
Training and competency testing of drug examiners

Performance Indicator #4  
Unambiguous identification of complex mixtures, isomers and drug analogs

Performance Indicator #5  
Extend enhanced drug analysis services to law enforcement and public safety partners at no cost

**PROJECT EVALUATION:** This requirement is to: (1) establish an evaluation plan or process to assess the impact of your project on the drug and violent crime problem in your jurisdiction, (2) conduct the evaluation during the grant funded period, and (3) submit a formal written evaluation report at the close of the grant period. The purpose of evaluating each project is to assess how well it has been implemented in your jurisdiction and to assess the extent to which the activities funded have achieved the project's goals. The plan or process must describe how the evaluation will be accomplished and must describe the range of activities that will serve as vehicles for obtaining general qualitative and specific quantitative information. **The plan or process must be completed and submitted on this page.**

The evaluation plan for this project will include qualitative and quantitative data collection. The corresponding data to be provided with each performance indicator is as follows:

Data Provided for Performance Indicator #1  
City Council meeting minutes  
Purchase order for gas chromatograph

Data Provided for Performance Indicator #2  
Copy of GC/FTIR verification study report

Data Provided for Performance Indicator #3  
Training certificates for drug examiner training completion

Data Provided for Performance Indicator #4  
Number of cases successfully identified using the grant-funded equipment

Data Provided for Performance Indicator #5  
Number of agencies served  
Quantity of cases received by external agencies processed by the CPD FSD

**GRANT-FUNDED PERSONNEL TRAINING:** A formal training plan should be prepared for grant-funded personnel to provide qualification training necessary to adequately implement the first year of the grant project. For continuation grant projects, sustainment-training needs are encouraged and expected. Cite the training plan and training courses below.

No personnel will be funded under this project.

**PROJECT CONTINUATION POTENTIAL:** Explain how the project activity will be continued after federal assistance is no longer available.

The Forensic Services Division is well-positioned for success with this project. The Forensic Services Division was accredited by the American Society of Crime Laboratory Directors Laboratory Accreditation Board (ASCLD/LAB) in 1998. In May 2014, the division transitioned its accreditation from national to international standards achieving reaccreditation to ASCLD/LAB – International under ISO/IEC 17025:2005. In April 2016, ASCLD/LAB, merged into the ANSI-ASQ National Accreditation Board (ANAB) following the signing of an affiliation agreement. ANAB provides accreditation for testing and calibration and forensic testing laboratories. The Forensic Services Division is currently accredited to ISO/IEC 17025:2017 and AR 3125 in the following disciplines: seized drug analysis, digital and video/imaging technology and analysis, qualitative body fluid identification, friction ridge recovery and identification, and fire debris analysis. Accreditation was granted and has been maintained uninterrupted and without challenge since 1998. The Forensic Services Division is committed to maintaining this accreditation and supporting other laboratories in their effort to do the same. In addition, the project director, Judith Gordon, is an ANAB Technical Assessor in several disciplines including seized drug analysis. Gordon also holds certification as a Fellow in Drug Analysis conferred by the American Board of Criminalistics in 1994.

## Program Narrative - Counts

Total Population for  
county(ies) or 133762  
City/Town:

Cite source of  
information: U.S. Census Bureau

### AGENCY INFORMATION: (For Law Enforcement Agencies ONLY)

Number of regular  
full-time officers in 401  
implementing agency:

Number of regular  
part-time officers in 0  
implementing agency:

Number of reserve  
officers in implementing 4  
agency:

Total number of  
personnel in 507  
implementing agency:

# Implementation Schedule

## IMPLEMENTATION SCHEDULE

The Implementation Schedule is intended to give our office a proposed list of activities planned, when they are to be implemented, and the person responsible. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. The "Implementation Actual Time Frame" section will be used to reflect the actual activities, dates, etc. when submitting your Progress Report after the grant is approved.

Implementation Tasks	Person Responsible	Implementation Proposed (Proposed Quarters)				Implementation Actual Time Frame (Actual Dates)				Date
		1 Qtr	2 Qtr	3 Qtr	4 Qtr	1 Qtr	2 Qtr	3 Qtr	4 Qtr	
Accept Grant Award	Grants Coordinator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Procure Equipment	Project Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Complete GC/FTIR Verification Study	Project Director	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Examiner Training	Project Director	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Provide Services to External Agencies	Project Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Establish Maintenance Schedule	Project Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Grant Reporting	Grants Coordinator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Close Out Grant	Grants Coordinator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

# Acceptance of Audit Requirements

## ACCEPTANCE OF AUDIT REQUIREMENTS

**PLEASE NOTE:** State Agencies whose annual audit is covered by the State Auditor's Office do not have to complete this form.

We agree to have an audit conducted in compliance with 2 CFR 200.501, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter, if applicable, to:

Accounting - Grants, D1  
S.C. Department of Public Safety  
10311 Wilson Blvd., PO Box 1993  
Blythwood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. \*Audit Period: Beginning

2020-01-21

Ending

2020-12-21

2. Audit or written certification will be submitted to Accounting - Grants by:

2020-09-30

(Date)

**NOTE:** The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, no later than the ninth month after the end of the audit period.

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR 200.501.

Any information regarding the CFR audit requirements will be furnished by Accounting - Grants, S.C. Department of Public Safety, upon request.

**\*NOTE:** The Audit Period is the organization's fiscal or calendar year to be audited.

**Failure to complete this form will result in your grant award being delayed and/or cancelled.**



# Terms & Conditions

## OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT GRANTS PROGRAM TERMS AND CONDITIONS

1. **Availability of Funds:** This grant award is contingent upon the availability of funds approved by the statutory governing body for those funds. For federal funds, availability is controlled by the United States Congress.
2. **Correspondence:** All correspondence to the State Funding Agency (SFA), regardless of the medium (paper, email, facsimile, etc.), must include either the application number, or in the case of an award, the grant award number to which the correspondence refers.
3. **Applicable Federal Regulations:** The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the United States Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to any award of funds out of Federal Fiscal Year 2015 and forward. The Part 200 Uniform Requirements, which were first adopted by the USDOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230. For further guidance or specifics, please refer to <http://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html>. For any award of funds out of Federal Fiscal Year 2014 and prior the subgrantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Contact Accounting-Grants staff further clarification of this requirement.
4. **Standard Assurances:** Upon receipt of federal funds, the State of South Carolina has assured and certified adherence to Standard Assurances to the US Department of Justice and in turn applies these rules to any contract, award, or subaward made under these funds. OMB APPROVAL NO. 1121-140 EXPIRES 5/31/2019
  - a. The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:
    - b. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
    - c. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
    - d. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
    - e. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
    - f. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
    - g. It will comply (and will require any subgrantees or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c) and 10221(a)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
  - h. If a governmental entity-
    - A. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
    - B. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
5. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Federal or State requirements listed in the application Guidelines and Procedures.



6. **Prohibited Conduct - Trafficking of Persons** The recipient, and any subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subgrantees, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subgrantee. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the USDOJ-OJP web site at <http://oip.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> including reporting requirements and OJP authority to terminate award.
7. **Appropriations Restrictions for Federal Funds:** The recipient, and any subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a recipient (or a subgrantee) would or might fall within the scope of an appropriations-law restriction, the subgrantee is to contact the SFA for guidance and may not proceed without the express prior written approval of the governing entity of those funds.
8. **Environmental Impact Requirements:** The grantee, and by association any subgrantee, agrees to assist any requesting federal funding agency in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact the federal funding agency. The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition, which may or may not be allowable by the SFA, are as follows:
- a. New construction;
  - b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on, or eligible for, listing on the National Register of Historic Places;
  - c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
  - d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
  - e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the federal funding agency. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://www.bia.gov/Funding/NEPA.html>, for programs relating to methamphetamine laboratory operations.
- Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.
9. **Jacob's Law:** The South Carolina Code of Laws Section 56-5-195 prohibits the transportation of children to or from schools or school-related functions using minivans or fifteen-passenger vans. Any vehicle that is purchased or rented with grant funds for the purpose of transporting juveniles or children to or from schools or school-related functions must be classified as a school bus or a mini-school bus.
10. **Texting:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the U.S. Department of Justice encourages subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
11. **Indirect Cost Rate Agreements:** If the subgrantee requests an indirect cost rate as an allowable expense item, a copy of the current and in-effect cost rate agreement must be submitted within thirty [30] days of the award date. A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise the SFA in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.
12. **Audit Requirements:** The subgrantee agrees to comply with the requirements of §200.501. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by the SFA and/or any of their duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with the applicable requirements. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not expended the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements by the completion of the audit page of this application. The SFA will pay only the grant portion of compliance audit costs and only if a compliance audit is required. Funding of accounting services is not reimbursable.
13. **Non-Discrimination:** The subgrantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students. The subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin



(and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subgrantees to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application. The subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the SFA.

14. **Equal Employment Opportunity:** No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under subgrants awarded pursuant to the Act governing these funds or any project, program, activity or subgrant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G. The subgrantee must therefore ensure that it has a current Equal Employment Opportunity Program (EEO) which meets the requirements of 28 CFR 42.301. The subgrantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of the EEO, as supplemented in Department of Labor Regulations 41 CFR Part 60. The subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the SFA.
15. **Civil Rights Compliance:** No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under subgrants awarded pursuant to the Act governing these funds or any project, program, activity or subgrant supported by such requirements of: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, and; the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G. The subgrantee must therefore ensure it has a current Equal Employment Opportunity Program (EEO) which meets the requirements of 28 CFR 42.301. Depending on the funding source, the subgrantee must be in compliance with the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 1974 and the Victims of Crime Act of 1984, or other applicable DOJ program statutes which provide funding from the SFA to the subgrantee. Subgrantees are also subject to the provisions of Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38; Exec. Order No. 13,559, 75 Fed. Reg. 71,319 (Nov. 17, 2010 - Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations), and; Ex. Order No. 13,279, 67 Fed. Reg. 77,141 (Dec. 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations). All grant-funded personnel, and their supervisors, shall view the civil rights training presentation located at [www.scdos.gov/ohsnp](http://www.scdos.gov/ohsnp) within the first month of a grant award and respond to the special condition to attest in writing that viewing occurred with signed forms to be submitted to the SFA.
16. **Faith-Based Organizations:** Executive Order 13279, Executive Order 13559, and the U.S. Department of Justice's (USDOJ) regulations on the Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, prohibit recipients from using DOJ financial assistance on inherently (or explicitly) religious activities and from discriminating in the delivery of services on the basis of religion. Therefore, programs or activities that are considered inherently (or explicitly) religious activities are not allowable for grant funding. In addition the USDOJ has determined that twelve-step recovery programs are considered inherently (or explicitly) religious activities under federal civil rights laws. The Equal Treatment Regulation provides in part that Department of Justice grant awards of funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. A document containing Frequently Asked Questions (FAQ) has been developed to provide guidance for State Administering Agencies and subgrantees implementing USDOJ financial assistance on the conditions under which they may offer twelve-step recovery programs consistent with federal civil rights laws as part of the services that they provide. The FAQ may be found on the OJP's Office for Civil Rights' website at [www.ojp.usdoj.gov/about/offices/ocr.htm](http://www.ojp.usdoj.gov/about/offices/ocr.htm). If you have any questions, please contact the Office for Civil Rights at (202) 307-0690. USDOJ amended this federal regulation concerning faith-based organizations on May 4, 2016 to include the following addition: "Compliance with USDOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38"
  - a. The recipient, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.
  - b. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subgrantees that are faith-based or religious organizations.
  - c. The text of the regulation, now entitled 'Partnerships with Faith-Based and Other Neighborhood Organizations,' is available via the Electronic Code of Federal Regulations (currently accessible at [www.e-cfr.gov](http://www.e-cfr.gov) by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR current data.)
17. **Americans with Disabilities Act of 1990 (ADA):** The subgrantee must comply with all requirements of the Americans with



## Certification by Project Director

### CERTIFICATION BY PROJECT DIRECTOR \*

that I understand and agree to comply with the general and fiscal terms and conditions of this application including conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the to perform the tasks of Project Director as they relate to the fiscal terms and conditions of this grant application; that incurred prior to grant approval may result in expenses being absorbed by the subgrantee; and, that the receipt of grantor through the State Funding Agency will not supplant state or local funds.

**Prefix:** Mrs.

**Name:** Judith Gordon

**Suffix:**

**Title:** Forensic Services Director

**Agency:** Charleston Police Department

**Mailing Address:** 180 Lockwood Drive

**City:** Charleston

**State:** SC

**9 Digit Zip:** 29403-5152

**(Area) Phone Number:** (843) 556-7270

**(Area) Fax Number:** (843) 720-3782

**E-Mail Address:** gordonj@charleston-sc.gov

**Signature:** Judy Gordon

**Bonded:** yes<sup>o</sup> no<sup>o</sup>

## Certification by Financial Officer

### CERTIFICATION BY FINANCIAL OFFICER \*

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix: Ms.

Name: Amy Wharton

Suffix:

Title: Chief Financial Officer

Agency: City of Charleston

Mailing Address: 116 Meeting Street

City: Charleston

State: SC

9 Digit Zip: 29401

(Area) Phone Number: (843) 579-7596

(Area) Fax Number: (843) 720-3901

E-Mail Address: whartona@charleston-sc.gov

Signature: Amy Wharton

Bonded: yes<sup>o</sup> no<sup>o</sup>

## Certification by Official Authorized to Sign

### CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN \*

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant approval may result in expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would have otherwise been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.

**Prefix:** The Honorable

**Name:** John Tecklenburg

**Suffix:**

**Title:** Mayor

**Agency:** City of Charleston

**Mailing Address:** 80 Broad Street

**City:** Charleston

**State:** SC

**9 Digit Zip:** 29401

**(Area) Phone Number:** (843) 724-3737

**(Area) Fax Number:** (843) 720-3901

**E-Mail Address:** tecklenburgj@charleston-sc.gov

**Signature:** John Tecklenburg

**Bonded:** yes<sup>o</sup> no<sup>o</sup>

\* NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT NOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA APPROVAL.

4.)

**BJA FY22 Justice Assistance Grant**  
*CPD Victims of Crime Unit*

**EQUIPMENT**

UNITS	DESCRIPTION	UNIT COST	TAX	TOTAL
2	6 Piece Storage Cabinet Set	\$ 1,333.99	\$ 120.06	\$ 2,908.10
8	Computers	\$ 400.00	\$ 36.00	\$ 3,488.00
				<u>\$ 6,396.10</u>

**SUPPLIES**

UNITS	DESCRIPTION	UNIT COST	TAX	TOTAL
1	Desk	\$ 195.00	\$ 17.55	\$ 212.55
2	Sofa	\$ 732.99	\$ 65.97	\$ 1,597.92
1	Conference Table	\$ 566.99	\$ 51.03	\$ 618.02
8	Mounted Desk	\$ 199.99	\$ 18.00	\$ 1,743.91
				<u>\$ 4,172.40</u>

**CONTRACTS**

UNITS	DESCRIPTION	UNIT COST	HOURS	TOTAL
	Victim Advocates Case Management			
1	System: Software Upgrade	\$ 17,408.00	N/A	\$ 17,408.00
1	Psychological First Aid Training	\$ 2,600.00	12	\$ 2,600.00
1	Skills for Psych Recovery Training	\$ 2,600.00	12	\$ 2,600.00
1	Consultation Hours	\$ 2,400.00	12	\$ 2,400.00
				<u>\$ 25,008.00</u>
<b>TOTAL</b>				<u><u>\$ 35,576.50</u></u>



**CITY OF CHARLESTON**  
**VICTIM SERVICES & COMMUNITY OUTREACH PROJECT**

**PROBLEM STATEMENT**

Charleston has not been exempt from the national spotlight currently placed around flaws in law enforcement behavioral health response methods. Additional crisis intervention and trauma-informed care training is crucial to better-preparing law enforcement officers and civilians involved in public safety activities when assisting victims in a variety of areas. Law enforcement-based victim services are often overlooked in their impact on police-community relations. South Carolina State funding for victim services has dwindled in years past, with VOCA grant funding slashed by at least 10% each year for the past three years for continuation grants. In order to sustain and innovate when it comes to victim services, it is imperative that funding be allocated toward the expansion of training, programs, and data collection and case management software.

**PROJECT DESIGN & IMPLEMENTATION**

*Overview*

This project proposes to address community-police relations through victim service provisioning in three areas: (1) Trauma Informed Care Training; (2) Equipment for CPD's *Beyond the Wall* women's support group; and (3) an updated victim services case management software system.

*Trauma Informed Care Training*

Adults and children in the United States experience disturbingly high rates of criminal victimization. Victims of crime are at risk for experiencing a range of mental health problems

including posttraumatic stress disorder, depression, and substance abuse. Several evidence-based acute and early interventions have been developed over the past decade with the goal of being implemented shortly following a traumatic event (i.e., within first few days up to several months after the event), with the aim of reducing risk for longer-term mental health problems.

*Psychological First Aid*  
Two Day Training

This workshop will provide clinicians, health care providers, first responders, law enforcement, victim advocates, and other victim service professionals with an overview of mental health challenges faced by victimization as well as an introduction to the basic concepts of Psychological First Aid, an acute intervention (i.e., within 24-72 hours of the event) approach relevant to the needs of victims of crime. Participants will have an opportunity to observe role play examples as well as practice skills.

Key objectives: (CEU-12 hours)

1. Better understand early intervention models after victimization
2. Learn how to implement Psychological First Aid for victims of crime
3. Gain knowledge to address specific needs of intimate partner violence when conducting PFA

*Skills for Psychological Recovery for Victims of Crime*  
Two Day Training

This workshop will provide clinicians, health care providers, first responders, victim advocates, and other victim service professionals with an in-depth training of the concepts of Skills for Psychological Recovery– an early intervention approach relevant to the needs of victims of crime. Participants will have an opportunity to observe role play examples as well as practice skills.

Key objectives: (CEU-12 hours)

1. Better understand early intervention models after victimization
2. Learn how to implement Skills for Psychological Recovery for victims of crime
3. Gain knowledge to address specific needs of intimate partner violence when conducting Skills for Psychological Recovery

*Target Groups*

Psychological first aid training will be provided to the following groups/individuals within CPD; however, the training will be open to the entire Department:

- (1) Victim Advocates
- (2) Victims of Crime Investigators
- (3) Mass Casualty Response Team
- (4) Community Outreach Unit
- (5) Overdose Response Team

*Beyond the Wall Group*

The CPD's Family Violence Unit has worked collaboratively with the Community Outreach Unit to create the Beyond the Wall women's support group. The support group will be held at the Gathering Center, a CPD substation within Gadsden Green, one of Charleston's public housing complexes. The purpose of the *Beyond the Wall* women's group is to provide women opportunities to gain perspective and insight into their unique experiences. The group will seek to give and receive support in a safe environment. Topics addressed are flexible and are based on the needs of the group members. Topic areas may include: life transitions, self-esteem, intimate relationships, financial literacy, family dynamics, employment resources, health and wellness, and GED preparation.

The Victim Services team will also extend services to the Resource Center, which is located in a substation at Robert Mills, another public housing complex. The purpose of the Resource Center is to provide educational assistance in the form of GED courses, computer skills, and financial literacy courses to the community. This grant will fund equipment such as desks, laptops, and sofas to equip each of these community centers for the outreach programs.

#### *Case Management Software*

The software CPD currently uses to monitor victim cases is outdated. The software is run through an antiquated Access database that does not link to the Department's current Records Management System. This requires Victim Advocates to duplicate a lot of their data entry into this database. Further, the existing software does not have the functionality of case management, for example, there are not any tools that would allow supervisors to monitor cases for each individual advocate. The CPD proposes to use funding from the Justice Assistance Grant to purchase a new software and for the contractual fees of the following award year.

### **CAPABILITIES AND COMPETENCIES**

#### ***Charleston Police Department Family Violence Unit***

The CPD FVU works with victims of sexual assault, domestic violence, dating violence and stalking. The FVU consists of Detectives, Victim Advocates, and a Mental Health Coordinator. Most Victim Advocates in the FVU are licensed social workers. This team is committed to responding and rendering assistance to families as quickly as possible. The goals of the FVU are as follows:

- To ensure that identified children and families receive timely intervention following exposure to violence and other trauma;
- To increase awareness among police officers about the needs of children exposed to violence, abuse and neglect;
- To establish a closer working relationship between police officers and the community to ensure coordinated responses to children and families who experience violence and trauma.

*Catrice Smalls, LMSW, Victim Advocate Program Coordinator*

Victim Advocate Program Coordinator, Catrice Smalls, will serve as Project Manager. Mrs. Smalls also serves as a part-time Clinical Social Worker at the Medical University of South Carolina Institute of Psychiatry. She received her Bachelor's in Social Work from Limestone College in Gaffney, South Carolina and her Masters in Social Work from the University of South Carolina. Mrs. Smalls is licensed by the State of South Carolina to practice Family and Individual Therapy and is a graduate of the South Carolina Victim Assistance Academy, where she obtained her South Carolina Certification from the Office of Victim Services Education and Certification as a Victim Service Provider. She has received numerous commendations and awards and just recently was awarded the 2016 Civilian of the Year Award at CPD and the SC Criminal Justice Award. Throughout her career, Mrs. Smalls has coordinated, facilitated and conducted numerous presentations, trainings and special projects related to victim's issues on a state and national level. She has also has extensive experience in Project Management through grants such as the VOCA grant program, among others.

***Sarah Kelly, LISW-CP, Mental Health Clinician, Victims of Crime Program***

Ms. Kelly is a licensed social worker who has worked with Charleston Mental Health for two years. Her last position was a school-based therapist at Daniel Jenkins Academy alternative high school. She possesses twenty years of experience in the mental health field and has worked in the mental health treatment of mostly adults in a variety of settings including outpatient centers, jails/prisons, and the Emergency Department evaluating patients in crisis to determine whether they need hospitalization.

***Alyssa Rheingold, Ph.D., Psych First Aid Trainer***

Dr. Rheingold is a Professor, Licensed Clinical Psychologist, and Director of Clinical Operations at the National Crime Victims Research (NCVC) and Treatment Center within the Department of Psychiatry and Behavioral Sciences at the Medical University of South Carolina. She is the Associate Director of Administration and Director of Clinical Operations at the NCVC. In addition, Dr. Rheingold is the Director of the Preparedness, Response & Recovery Division of the National Mass Violence Victimization Resource Center. Her expertise includes evidence-based treatment of trauma related mental health issues, intimate partner violence, grief and loss, and traumatic loss by homicide. Dr. Rheingold is the PI of several federally funded service grants to improve resources for survivors of homicide, intimate partner violence victims, and underserved victims of crime. She was the Co-PI on an OVC AEAP grant to provide ongoing resiliency and recovery services for those impacted by the Charleston Emanuel AME Church shooting and the PI on an OVC funded grant to develop community response to intra-familial homicide. Dr. Rheingold has published over 70 peer reviewed articles and book chapters in the area of trauma, bereavement, and victimization. She has provided a number of trainings including Psychological First Aid, Skills for Psychological Recovery, Mindfulness, Acceptance and Commitment Therapy,



Loss by Homicide, GRIEF Approach, Traumatic Grief, Impact of Witnessing Domestic Violence, Stress Management, Impact of Mass Violence, Early Interventions for Trauma Exposure, and Prolonged Exposure for PTSD.

*Table 1. Data Collection Plan*

<b>Proposed Activities</b>	<b>Objectives</b>	<b>Assessment Data</b>	<b>Expected Outcomes</b>
Purchase equipment and supplies for CPD's Community Outreach Centers	Provide a gathering location for the Resource Center and Beyond the Wall women's group.	<ul style="list-style-type: none"> <li>• Purchase order</li> <li>• Photos of community events</li> <li>• Number of persons who attend meeting over grant period</li> </ul>	<ul style="list-style-type: none"> <li>• Progressive increase in people served</li> <li>• Satisfaction with services among citizens and law enforcement partners</li> </ul>
Train officers and civilians in Psychological First Aid	To provide relevant CPD personnel with the means to provide trauma informed care in their everyday practices and engagement with victims.	<ul style="list-style-type: none"> <li>• Pre-training and post-training assessments on the effectiveness of trainings and increase in knowledge of, and response to victims who have experienced trauma</li> <li>• Number of officers who attend training</li> <li>• Number of civilians who attend training</li> </ul>	<ul style="list-style-type: none"> <li>• Progressive increase in officers and investigators who are TIP trained</li> <li>• Increase in Overdose Outreach Program personnel trained in TIP</li> <li>• Increase in Mass Casualty Team personnel trained in TIP</li> <li>• Increase in Victim Advocates trained in TIP</li> </ul>
Procure new Victim Case Management Software	Provide a means to track advocate casework and collect better data on victims served.	<ul style="list-style-type: none"> <li>• Number of reports generated for Command Staff</li> <li>• Purchase Order</li> <li>• Data Dashboard</li> </ul>	<ul style="list-style-type: none"> <li>• Feasibility of data presentation</li> <li>• Decrease in duplication of data</li> </ul>

**MEMORANDUM OF AGREEMENT  
BETWEEN  
UNITED STATES COAST GUARD BASE CHARLESTON  
AND  
CHARLESTON, SOUTH CAROLINA FIRE DEPARTMENT**

This document is for providing fire protection, the protection of life and property from fire and firefighting, HAZMAT spills beyond United States Coast Guard Base Charleston response capabilities, confined space rescue services, and emergency medical services, by the Charleston Fire Department to the United States Coast Guard Base Charleston facilities located at 196 Tradd Street, Charleston, South Carolina, 29401. The facilities also include the pier which has the small boats of USCG Station Charleston, the USCG Cutter Yellowfin, and the USCG Cutter Anvil.

The Charleston Fire Department and the United States Coast Guard agree that:

1. On the request made to Charleston Fire Department via telephone number 911 by a representative of the United States Coast Guard Base Charleston, firefighting, HAZMAT Spill response, confined space rescue services, and/or medical services equipment and personnel of the Charleston Fire Department shall be dispatched to the United States Coast Guard Base Charleston as determined and directed by Charleston Fire Department.
2. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
  - a. All requests for fire, HAZMAT Spill response, or emergency medical equipment and personnel shall be made by telephone, unless 911 is inoperative or unavailable for any reason.
  - b. Any request for aid under this memorandum will include a description by United States Coast Guard Base Charleston representative of the nature of the fire or emergency to which response is requested, and will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by the Charleston Fire Department.
3. The Charleston Fire Department equipment and personnel will report to the main gate of United States Coast Guard Base Charleston, 196 Tradd Street, Charleston, South Carolina, 29401. United States Coast Guard Base Charleston shall provide an escort to meet the equipment and personnel at the main gate and guide the Charleston Fire Department equipment and personnel to the location that emergency services are to be rendered. All actions of the Charleston Fire Department fire, response, and rescue equipment and personnel in responding to the emergency shall be at the sole direction of the Charleston Fire Department.
4. Reimbursement to the Charleston Fire Department for cost of firefighting and HAZMAT Spill Response on the United States Coast Guard Base Charleston is governed by section 2210, Title 15, United States Code, and the implementing regulations set forth a part 151, Title 44, Code of

Federal Regulations. Any such claim for reimbursement firefighting cost may also include associated with HAZMAT Spill Response and emergency medical services to the extent normally rendered by fire service in connection with a fire or HAZMAT Spill.

5. All equipment used by Charleston Fire Department in carrying out this memorandum will, at all times of action hereunder, be owned by, under the control of, or being employed by in accordance with existing Mutual Aid Agreements, and all personnel acting for the Charleston Fire Department under this agreement will, at time of such action be an employee or volunteer member of the Charleston Fire Department or acting in accordance with an existing Mutual Aid Agreement independent of this Memorandum of Agreement.

6. Reporting requirements: Following all emergency responses under this document, Charleston Fire Department shall forward a copy of the incident report in its customary format to the United States Coast Guard Base Charleston Facilities Engineer point of contact as shown below. Communications between Charleston Fire Department and United States Coast Guard Base Charleston to discuss details of the incident, response to the incident or recommended procedures to improve response to future incidents under this document shall be between the points of contact as shown below.

7. As an aid to implementing this agreement, members of the Charleston Fire Department with prior arrangements with the United States Coast Guard Facilities Engineer or designated representative are invited to tour the facility for purpose of preparing a pre-fire plan or HAZMAT Spill Response plan. Upon request by the Charleston Fire Department Base Charleston will provide copies of Safety Data Sheets for materials used at the base

8. This agreement should be reviewed annually. This agreement may be modified by written agreement of both original signatories, and their successors in office.

9. Points of Contact for each party shall be:

For the United States Coast Guard Base Charleston:

CG Base Charleston Facilities Engineer  
1050 Register Street  
North Charleston, South Carolina 29407  
Phone Number: (843) 323-5553

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Coast Guard Representative (print name)

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Signature

Date

For the City of Charleston:

John Tecklenburg  
Mayor  
80 Broad Street  
Charleston, SC 29401  
Phone Number: (843) 577-6970

---

John Tecklenburg

Date



6.)

## City of Charleston

JOHN J. TECKLENBURG  
MAYOR

South Carolina

DANIEL M. CURLA  
FIRE CHIEF

### Charleston Fire Department

To: Mayor John J. Tecklenburg  
City Council

From: Chief Daniel M. Curia *DMC*

Date: October 20, 2021

Subject: 2021 State Homeland Security Grant Program (SHSP) grant award

The Charleston Fire Department (CFD) requests to the award for the 2021 SHSP grant. The CFD is the host agency for the Charleston Collapse Search and Rescue Team and is seeking continued funding for our Type II Regional Collapse Search and Rescue Team.

This is a request to accept the grant funding as submitted to the State Approving Agency (SAA) in the amount of \$55,000 (no match) for rescue equipment, a search equipment, collapse rescue equipment, personal protective equipment, and training. These various items will update and replace the existing cache equipment for the South Carolina Task Force Three (SC-TF3).

The project performance start date for this grant is September 1, 2021 and ends August 31, 2022. This grant does not require a match.

Please feel free to contact me with any questions.

SOUTH CAROLINA LAW ENFORCEMENT DIVISION  
OFFICE OF HOMELAND SECURITY  
POST OFFICE BOX 21398  
COLUMBIA, SOUTH CAROLINA 29221-1398

**FY 2021 HSGP (SHSP) SUBAWARD**

Federal Awarding Agency: FEMA (DHS)

Federal Award Date: 09/07/2021

Project Title (FFATA): Lowcountry Regional WMD Collapse, Search & Rescue Team

Subrecipient Agency: Charleston Fire Department

Subrecipient DUNS: 077990786

Grant Period: 09/01/2021 – 08/31/2022

Date of Award: 10/05/2021

Total Amount of Award: \$55,000.00

Grant Number: 21SHSP29

In accordance with the provisions of Federal Fiscal Year 2021 Homeland Security Grant Program, the South Carolina Law Enforcement Division (SLED), the State Administrative Agency, hereby awards to the previously referenced subrecipient a subaward in the award amount shown above. The CFDA number is 97.067 and the federal grant agreement number is EMW-2021-SS-00007

**Payment of Funds:** The original signed copy of this subaward must be signed by the Official Authorized to Sign in the space below and returned to SLED **no later than October 22, 2021**. The subaward shall be effective upon return of this award document, certification pages, special conditions and signed MOA. The DHS/FEMA approved Investment Justification (i.e. project plan and budget) is provided via the State Preparedness and Reporting System (SPARS) at the web site <https://www.southcarolinadhs.com>. Subaward funds will be disbursed to the subrecipient upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e. invoices, contracts, itemized expenses, etc.) according to the subrecipients approved project plan and budget

**Conditions:** I certify that I understand and agree that funds will only be expended for the project as outlined in the funding amount listed above. I also certify that I understand and agree to comply with the federal award Agreement Articles (included), the general and fiscal terms and conditions, the MOA, as well as the special conditions of the subaward; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the subrecipient agency to these requirements; that costs incurred outside of the grant period will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that these federal funds are limited to an initial specified performance period (nominally twelve months).

**Supplantation:** The Act requires that agencies provide assurance that these pass through funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through SLED shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

\_\_\_\_\_  
Signature of Official Authorized to Sign

  
\_\_\_\_\_  
Signature of SLED Chief



SOUTH CAROLINA LAW ENFORCEMENT DIVISION  
OFFICE OF HOMELAND SECURITY  
POST OFFICE BOX 21398  
COLUMBIA, SOUTH CAROLINA 29221-1398

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**Conditions:** I certify that I understand and agree that funds will only be expended for the project as outlined in the funding amount listed above. I also certify that I understand and agree to comply with the federal award Agreement Articles (included), the general and fiscal terms and conditions, the MOA, as well as the special conditions of the subaward, to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the subrecipient agency to these requirements; that costs incurred outside of the grant period will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that these federal funds are limited to an initial specified performance period (nominally twelve months).

**Supplantation:** The Act requires that agencies provide assurance that these pass through funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through SLED shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

\_\_\_\_\_  
Signature of Official Authorized to Sign

  
\_\_\_\_\_  
Signature of SLED Chief





**South Carolina  
Law Enforcement Division**

P.O. Box 21398  
Columbia, South Carolina  
29221-1398

*Henry D. McMaster, Governor*

*Mark A. Keel, Chief*

*Tel: (803) 737-9000*

October 5, 2021

Chief Jason Krusen  
1451 King Street Extension  
Charleston, South Carolina 29405

RE: Charleston Fire Department  
Grant Number: 21SHSP29  
Project Title: Lowcountry Regional Collapse, Search and Rescue Team  
Total Amount of Award: \$55,000.00

Dear Chief Krusen,

We are pleased to provide you with the original and one copy of the grant subaward approved by the South Carolina Law Enforcement Division, as the State Administrative Agency, for the Homeland Security Grant Program, in the amount of \$55,000.00. To receive this award, it is necessary that the Official Authorized to Sign return the original grant subaward document, certification pages, special conditions and team MOA with original signatures no later than October 22, 2021. Also, enclosed in this package are the federal award agreement articles; grant terms and conditions; procurement procedures; and audit forms. The signed award, signed certification pages, signed special conditions and the completed and signed MOA should be sent to the following address:

South Carolina Law Enforcement Division  
Homeland Security Program Office  
Post Office Box 21398  
Columbia, South Carolina 29221-1398

After receipt of the signed award, certification pages, special conditions and MOA, SLED will authorize grant related expenditures and reimbursements via a Grant Adjustment Notice (using the Homeland Security State Preparedness and Reporting System (SPARS) or via hardcopy) as soon as possible. Subaward funds will be disbursed to the subrecipient upon receipt of evidence of expenditures (i.e. invoices, contracts, itemized expenses, etc.) according to the approved Investment Justification (i.e. project plan and budget) as recorded in SPARS located at web site <https://www.southcarolinahs.com>.

Further, upon execution of the subaward, the first Request for Payment/Quarterly Fiscal Report is due within 30 days of the end of every calendar quarter, with documentation as required. The semi-annual Homeland Security Grant Progress Report is due not later than January 30<sup>th</sup> and July 30<sup>th</sup>, until the expiration of the grant. The Final Request for Payment/Quarterly Fiscal Report, Final Progress Report, and the Program Evaluation are due 45 days after the end of the grant period.

Sincerely,

Mark A. Keel, Chief  
South Carolina Law Enforcement Division

## GRANT TERMS AND CONDITIONS

GRANT NO. 21SHSP29

## CERTIFICATION BY PROJECT DIRECTOR \*

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the requirements of this grant application; that costs incurred prior to Direct Recipient approval may result in the expenditures being absorbed by the Subrecipient; and, that the receipt of these grant funds through the Direct Recipient will not supplant state or local funds.

Name: Jason M. Krusen Title: Deputy Fire Chief  
 (Please Print or Type)

Agency: Charleston Fire Department Mailing Address: 1451 King Street Extension

Phone Number: 843-720-3053 Charleston, SC 29405

Cell Number: 843-693-9790

Fax Number: 843-720-3995 E-Mail Address: Krusenj@charleston-sc.gov

Signature:


Bonded: ☐ Yes ☒ No

## CERTIFICATION BY FINANCIAL OFFICER \*

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the requirements of this grant application; that costs incurred prior to Direct Recipient approval may result in the expenditures being absorbed by the Subrecipient; and, that the receipt of these grant funds through the Direct Recipient will not supplant state or local funds.

Name: Amy Wharton Title: Chief Financial Officer  
 (Please Print or Type)

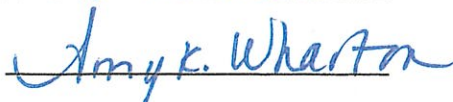
Agency: City of Charleston Mailing Address: 116 Meeting Street

Phone Number: 843-579-7596 Charleston, SC 29401

Fax Number: 843-720-3901 E-Mail Address: Whartona@charleston-sc.gov

Cell Number: 843-708-3650

Signature:


Bonded: ☒ Yes ☐ No

**GRANT TERMS AND CONDITIONS**

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO. 21SHSP29**CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN \* (Administrator)**

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Direct Recipient approval may result in the expenditures being absorbed by the Subrecipient; and, that the receipt of these grant funds through the Direct Recipient will not supplant state or local funds.

Name: John Tecklenburg Title: Mayor  
(Please Print or Type)

Agency: City of Charleston Mailing Address: 80 Broad Street

Phone Number: 843-724-3739 City/State, Zip: Charleston, SC 29401

Fax Number: 843-720-3837 E-Mail Address: Tecklenburgj@charleston-sc.gov

Cell Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Bonded: ☐ Yes ☒ No

**\* NOTE:** THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SLED APPROVAL.



## ACCEPTANCE OF AUDIT REQUIREMENTS

**PLEASE NOTE:** State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form.

We agree to have an audit conducted in compliance with OMB Super Circular. If a compliance audit is not required, at the end of each audit period, we will submit **HS Form Aud2015** to certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

South Carolina Law Enforcement Division  
Homeland Security Grants Administration  
Post Office Box 21398  
Columbia, South Carolina 29221-1398

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:	Beginning	09/01/2021	Ending	08/31/2022	
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2. Audit will be submitted to SLED Grants Administration by:	10/31/2022	
	(Date)	

**NOTE:** The audit or written certification must be submitted to SLED, *no later than the ninth month after the end of the audit period.*

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Super Circular.

Any information regarding the OMB Circular audit requirements will be furnished by SLED, upon request.

**\*NOTE:** The Audit Period is the organization's fiscal or calendar year to be audited.

**Failure to complete this form will result in your grant award being delayed and/or cancelled.**

## ***Instructions:***

1. ***Fill in the requested information in the Acceptance of Audit Requirements form.***

***NOTE: Not applicable to State Agencies whose audit is covered by the State Auditor.***

The audit information required here lets the SAA know when to expect an organization-wide audit or audits covering the period of this proposed grant. The information provided should include both the audit period and the date the audit will be submitted to SLED. Please note that failure to properly complete this form will result in your grant award being delayed and/or cancelled.

2. ***Fill in the requested information in the CERTIFICATIONS FOR APPLICANT document, print it and the Acceptance of Audit Requirement, sign as indicated, and return the signed documents to SLED.***

- a. The signatures of the grant officials found on pages 3 and 4 of this certification package (Project Director, Financial Officer and Official Authorized to Sign) indicate that in acceptance of the grant, the official has read, understood and agreed to fully comply with all special conditions and the general and fiscal terms and conditions of the grant. Original signatures are required. The name, title, agency and address of each grant official must be typed or printed.
- b. The PROJECT DIRECTOR should be the person within the implementing agency who has direct involvement with the project and who has knowledge of both programmatic and fiscal matters relating to the project. As the primary contact person for the project, the Project Director should be easily accessible to the SAA and its staff. The Project Director should be bonded for no less than the total amount of the grant.
- c. The FINANCIAL OFFICER should be the person who manages the implementing agency's fiscal matters. The Financial Officer should be sufficiently skilled in the area of fiscal matters to advise the agency regarding compliance with the grant's fiscal requirements and should be bonded for no less than the total amount of the grant.
- d. The OFFICIAL AUTHORIZED TO SIGN should be the person who has the authority to commit the implementing agency's funds and also to commit the agency to the special conditions and the general and fiscal terms and conditions of the grant. The Official Authorized to Sign should be bonded for no less than the total amount of the grant.

**NOTE: The Project Director, Financial Officer and Official Authorized to Sign CANNOT be the same person. Staff being funded under this grant may not be any of the above officials without SAA approval.**



U.S. Department of Homeland Security  
Washington, D.C. 20472



**AGREEMENT ARTICLES**  
**Homeland Security Grant Program**

**GRANTEE:** South Carolina Law Enforcement  
Division (SLED) - SAA  
**PROGRAM:** Homeland Security Grant Program  
**AGREEMENT NUMBER:** EMW-2021-SS-00007-S01

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#### **Article I - Summary Description of Award**

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,602,500. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

#### **Article II - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article III - Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

#### **Article IV - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

## **Article V - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

## **Article VI - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## **Article VII - National Environmental Policy Act**

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## **Article VIII - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

## **Article IX - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act)*, Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

## **Article X - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

## **Article XI - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

## **Article XII - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

## **Article XIII - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

## **Article XIV - Trafficking Victims Protection Act of 2000 (TVPA)**



Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

#### **Article XV - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

#### **Article XVI - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **Article XVII - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

#### **Article XVIII - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### **Article XIX - Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **Article XX - DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

#### **Article XXI - Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and Privacy Template at [https://www.dhs.gov/sites/default/files/publications/privacy\\_pia\\_template\\_2017.pdf](https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf) as useful resources respectively.

#### **Article XXII - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **Article XXIII - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XXIV - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article XXV - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XXVI - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XXVII - Homeland Security Grant Program Performance Goal**



In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

#### **Article XXVIII - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XXIX - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **Article XXX - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)

#### **Article XXXI - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article XXXII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XXXIII - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XXXIV - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### **Article XXXV - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

#### **Article XXXVI - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

#### **Article XXXVII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### **Article XXXVIII - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

#### **Article XXXIX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

#### **Article XL - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **Article XLI - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XLII - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XLIII - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

#### **Article XLIV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**Article XLV - Patents and Intellectual Property Rights**

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

## GRANT TERMS AND CONDITIONS

1. Availability of Federal Funds: This grant award is contingent upon availability of federal funds approved by Congress.
2. Applicable Federal Regulations: The subrecipient must comply with the Office of Management and Budget's (OMB) "Super Circular", recipient Title 2, Part 200 of the Code of Federal Regulations (C.F.R), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular" or "Omni Circular").
3. Allowable Costs: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Super Circular referenced above.
4. Audit Requirements: The subrecipient agrees to comply with the requirements of the OMB Super Circular. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by SLED and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with the OMB Super Circular. Whether or not a compliance audit is required, subrecipients must provide, no later than 60 days after the end of their fiscal year, notification of the applicability of the single annual audit (on HS Form Aud2015). The subrecipient agrees to accept these requirements by signing the Grant Terms and Conditions certification section of this application.
5. Equal Employment Opportunity: No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under subgrants awarded pursuant to the Act governing these funds or any project, program, activity or subgrant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Federal Emergency Management Agency Non-discrimination Regulations 44 CFR Part 7, Subpart A. The subrecipient must therefore ensure it has a current Equal Employment Opportunity Program (EEOP). The Subrecipient further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of the EEOP, as supplemented in Department of Labor Regulations 41 CFR Part 60. The Subrecipient assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to SLED.
6. Civil Rights Compliance and Notification of Findings: The subrecipient will comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Homeland Security's Non-Discrimination Regulations, 44 CFR Part 7, and Department of Homeland Security's regulations on disability discrimination, 44 CFR Part 16. In the event a Federal or State court, Federal or State administrative agency, or the Subrecipient or Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Subrecipient or Contractor will forward a copy of the findings to SLED who will, in turn, submit the findings to the Department of Homeland Security.
7. Conflict Of Interest: Personnel and other officials connected with this grant shall adhere to the requirements given below:
  - a. Advice: No official or employee of a state or unit of local government or of non-government recipients/subrecipients shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest. The recipient of pass-through entity must disclose to the pass-through entity and to FEMA, in writing, any real or potential conflict of interest as defined by Federal, state, local, or tribal statutes or regulations.

## GRANT TERMS AND CONDITIONS

b. Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental recipients/subrecipients shall avoid any action which might result in, or create the appearance of the following:

- 1) Using his or her official position for private gain;
  - 2) Giving preferential treatment to any person;
  - 3) Losing complete independence or impartiality;
  - 4) Making an official decision outside official channels; and/or
  - 5) Adversely affecting the confidence of the public in the integrity of the government or the program.
8. Bonding: It is strongly recommended that all officials identified on this grant that have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.
9. Non-Supplanting Agreement: The subrecipient shall not use pass-through entity funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.
10. Project Implementation: The subrecipient agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first quarterly report.
11. Written Approval of Changes: Any mutually agreed upon changes to this subgrant must be approved, in writing, by SLED prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
12. Contract Approval Requirements: The Subrecipient must receive approval of all contract agreements for services and products from SLED prior to execution. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to SLED prior to payment or within 30 days of signature, whichever comes first. In addition to the above requirements, consultant contractors (both individuals and consulting firms) will be required to file quarterly progress and fiscal reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.
13. Individual Consultants: Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$450.00 per day.
14. Dual Employment Compensation: Dual employment compensation must be approved by SLED prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to SLED.
15. Sole Source Procurement: Use of sole source procurement is discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of SLED.
16. Bidding Requirements: The subrecipient must comply with the most restrictive competitive bidding procedures as required by the local/state government and the OMB Super Circular.

## **GRANT TERMS AND CONDITIONS**

17. Personnel and Travel Costs: Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. In the absence of agency regulations, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. However, the agency's travel rates should not exceed the federal rate established by the Internal Revenue Service. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual or its Board's signed minutes must be submitted with the application which provides mileage and per diem rates not to exceed state regulated rates.
18. Obligation of Grant Funds: Grant funds may not be obligated prior to the subrecipient's acceptance of the grant award and return of the signed award and certification pages to SLED. No obligations are allowed after the end of the grant performance period and the final request for payment must be submitted no later than 45 calendar days after the end of the grant performance period.
19. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the subrecipient's DHS/FEMA approved Investment Justification (i.e. project plan and budget). Items must be in the subrecipient's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
20. Recording and Documentation of Receipts and Expenditures: Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
21. Financial Responsibility: The financial responsibility of subrecipients must be such that the subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:
  - a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
  - b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
  - c) The accounting system should provide accurate and current financial reporting information; and,
  - d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
22. Reports: The subrecipient shall submit, at such times and in such form as may be prescribed, such reports as SLED may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports.
23. Program Income: All program income generated by this grant during the project must be reported to SLED quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the Pass-through Entity participation in the program. The use or planned use of all program income must have prior written approval from SLED. NOTE: Income from royalties and license fees for copyrighted materials, inventions, and patents is now included in the definition of program income.
24. Retention of Records: Records for non-expendable property purchased totally or partially with pass-through entity funds must be retained for three years after its final disposition. All other pertinent grant records including financial records,



## GRANT TERMS AND CONDITIONS

supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.

25. Property Control: Effective control and accountability must be maintained for all grant funded property. Subrecipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property.
- a. Title: Subject to the obligations and conditions set forth in the Super Circular, title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subrecipient. However, this title is conditional, meaning that the title is conditioned on the recipient or subrecipient complying with the management, and disposition requirements in the Super Circular, and intended use in accord with the application accepted by the pass-through entity (SLED). Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- b. Property Control Record Form: At the time the final request for payment is submitted, the subrecipient must file with SLED a copy of the Property Control Record Form (provided by SLED) listing all such property acquired with grant funds. The subrecipient agrees to be subject to a biennial audit by SLED and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.
- c. Use and Disposition: SLED retains an interest in grant-funded real property until it is disposed of. Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subrecipient shall request, in writing, disposition instructions from SLED prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to SLED immediately.
- d. The pass-through entity (SLED) retains an interest in any unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the program (i.e. program terminated and / or determined to be complete according to SLED). The subrecipient must compensate the pass-through entity (& the pass through entity must compensate FEMA) for its share of the supplies in compliance with 2 C.F.R. section 200.313 & 200.314. As long as SLED or FEMA retains an interest in the supplies, the subrecipient must not use the supplies to provide services to other organizations for a fee that is less than private companies charge for equivalent services.
26. Performance: This grant may be terminated or fund payments discontinued by SLED where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by SLED. In the event the subrecipient fails to perform the services described herein and has previously received financial assistance from SLED, the subrecipient shall reimburse SLED the full amount of the payments made. However, if the services described herein are partially performed, and the subrecipient has previously received financial assistance, the subrecipient shall proportionally reimburse SLED for payments made.
27. Deobligation of Grant Funds: All grants must be deobligated within forty-five (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by SLED.
28. Project Evaluation Report: The formal evaluation report must be received by SLED no later than 45 days after the end of the grant period.
29. Copyright: Except as otherwise provided in the terms and conditions of this grant, the subrecipient or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (SLED) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or SLED purposes:
- a. the copyright in any work developed under this grant or through a contract under this grant; and,
- b. any rights of copyright to which a subrecipient or subcontractor purchases ownership with grant support.

The federal government's rights and/or SLED's rights identified above must be conveyed to the publisher and the language

## GRANT TERMS AND CONDITIONS

of the publisher's release form must ensure the preservation of these rights.

30. Cash Depositories: Subrecipients are required to deposit grant funds in a federally insured banking institution and the balance exceeding insurance coverage must be collaterally secured.
31. Furniture Purchase Requirements (For State Agencies Only): Furniture funded by the grant should be purchased through the South Carolina Department of Corrections, Prison Industries Program (PI). The subrecipient may purchase grant funded furniture through another vendor only if, (a) PI is unable to guarantee delivery within eight (8) weeks of the placement of the order, or (b) the subrecipient receives a bid for furniture of equal or higher specifications for less than the PI cost. If (a) or (b) is utilized, the Project Director or Authorized Official must certify this process. The certification must accompany the Request for Payment for the applicable items. Regardless of purchase source, the PI cost will be the maximum allowed by the grant. The subrecipient should contact a customer services representative at PI at 1-800-922-8121.
32. Americans with Disabilities Act of 1990 (ADA): The subrecipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
33. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its subrecipients, contractors, subcontractors, assignees or successors.
34. Utilization of Minority Businesses: Subrecipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
35. Confidential Information: Any reports, information, data, etc., given to or prepared or assembled by the subrecipient under this grant (which SLED requests to be kept confidential) shall not be made available to any individual or organization by the subrecipient without prior written approval of SLED.
36. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
37. Debarment Certification: With the signing of the grant application, the subrecipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Lobbying, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
38. Drug-Free Workplace Certification: This Certification is required by the S. C. Drug-Free Workplace Act #593 of 1990 and federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency subrecipients that they will maintain a drug-free workplace. The South Carolina Drug-Free Workplace Act requires certification by all subrecipients receiving \$50,000 or more. The certification is a material representation of fact upon which reliance will be placed when SLED determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.
39. Disclosure of Federal Participation: In compliance with Section 623 of Public Law 102-141, the subrecipient agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the subrecipient agrees to the following:
  - a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition;

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and,

b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.

40. Publications: The subrecipient agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with federal funds, shall contain the following statement:

"This project was supported by Federal Grant # \_\_\_\_\_, (refer to the Grant Award for the Federal Grant Number which can be found immediately after the CFDA No.) awarded by the subrecipient agency through the South Carolina Law Enforcement Division. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security and/or SLED."

The subrecipient also agrees that one copy of any such publication will be submitted to SLED to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. SLED may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

41. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
42. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by SLED Guidelines or "Special Conditions" placed on the grant award.
43. Compliance Agreement: The subrecipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by SLED. Failure to comply could result in a "Stop Payment" being placed on the grant.
44. Suspension or Termination of Funding: SLED may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subrecipient for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued thereunder, or other provisions of Federal Law.
  - b. Failure to adhere to the requirements, standard conditions or special conditions.
  - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
  - d. Failure to submit reports.
  - e. Filing a false certification in this application or other report or document.
  - f. Other good cause shown.
43. Space: The total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the subrecipient regarding current market costs for office space in the same locale should be made available upon request by the SFA or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for

#### GRANT TERMS AND CONDITIONS

periods of non-occupancy. Rent cannot be paid if the building is owned by the subrecipient or if the subrecipient has a substantial financial interest in the property. On the Budget Narrative page, provide the total square footage covered by the lease agreement, total square footage being charged to the grant (based on the amount needed for program implementation) and the cost per square foot. A copy of the signed lease agreement must be submitted to the SFA before reimbursement is made for office space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot participate in mortgage payments, as this is unallowable.

44. Insurance coverage: The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the subrecipient. Federally-owned property need not be insured unless required by the special terms and conditions of the grant in accord with Federal grant terms & conditions provided to SLED.

## GRANT TERMS AND CONDITIONS

### CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SLED) determines to award the covered transaction, grant or cooperative agreement.

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

#### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

- A. The applicant certifies that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
  - (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

## GRANT TERMS AND CONDITIONS

### CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

#### 3. DRUG-FREE WORKPLACE REQUIREMENT

- A. DRUG-FREE WORKPLACE (RECIPIENTS OTHER THAN INDIVIDUALS) -- APPLICABLE TO RECIPIENTS RECEIVING \$50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT. As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for recipients -- The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (2) Establishing an on-going drug-free awareness program to inform employees about --
    - (a) The dangers of drug abuse in the workplace;
    - (b) The recipient's policy of maintaining a drug-free workplace;
    - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
    - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
  - (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
    - (a) Abide by the terms of the statement; and
    - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
  - (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
    - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
- B. DRUG-FREE WORKPLACE (RECIPIENTS WHO ARE INDIVIDUALS) -- **APPLICABLE TO RECIPIENTS RECEIVING \$50,000 OR MORE.** As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for recipients:
- (1) As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
  - (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.